



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3223 TTY: 1-800-828-1140

ISSUE DATE: July 21, 2003	INVITATION FOR BID: IFB04-688479-12	FOR: Robotic Insitu Structural Repairs of Sanitary Sewer Pipe
AGENCY: Wastewater Collection	DATE/TIME OF OPENING: July 31, 2003 @ 3:00 p.m.	CONTRACT ADMINISTRATOR: Loretta Saxe 703-324-3269 or Loretta.Saxe@fairfaxcounty.gov

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.: _____

_____ Va. State Contractor's License No.: _____

_____ Federal Employer Identification No or
_____ Federal Social Security No.
_____ (Sole Proprietor) _____

_____ Prompt Payment Discount: ____% for payment within ____days/net ____days
_____ Fairfax Business Prof. & Occupational
_____ Licensing (BPOL) Tax No. _____

_____ E-Mail Address: _____

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

_____ Vendor Legally Authorized Signature

_____ Date

_____ Print Name and Title

_____ Secretary

Sealed bids in duplicate, subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 on opening date and time specified, and then publicly opened and read, for furnishing items specified therein to specified destinations within the time specified or stipulated by the Bidder.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS**1. SCOPE:**

- 1.1 This solicitation is issued, to provide a ready "as required" source for Robotic Insitu Structural Repairs of Sanitary Sewer Pipe for the Wastewater Collection Division, Department of Public Works, of the County of Fairfax.
- 1.2 The complete solicitation package includes the IFB document, a sample CCTV tape with eight (8) segments that require repairs, a TV report and a highlighted grid map with the location of the line segments that need to be repaired.

Bidders must request copies of the CCTV video tape, inspection report and grid map by calling the BID CLERK at (703) 324-3202 and submitting payment of the non-refundable sum of \$10.00, in cash or check made payable to the County of Fairfax. There is a limitation of one (1) set per bidder, and requests must be made no later than July 28 , 2003.

- 1.3 Bidders are required to include the following in their bid: The County will not waive these requirements as minor informalities and **failure to provide these requirements will result in rejection of the bid.**
- Vendor Legal Authorized Signature
 - Notarized Safety Violations Certificate, Ref: Special Provisions paragraph 8.
 - Evidence of State Contractor License, Ref: Special Provisions paragraph 9
 - Bid Bond in the amount of two and one-half percent (2.5%) of the bid price, Ref: Special Provisions paragraph 2
 - Bidders are required to present references from three separate organizations or companies where such services have been performed. Fairfax County Government (FGC), and Fairfax County Public Schools (FCPS), to include all agencies and authorities, shall be considered as a single entity (one reference) for the purpose of these references. The County will not consider bids which fail to provide references as specified above.
 - A completed Form W-9 – Request for Taxpayer Identification Number and Certification (located on website: www.fairfaxcounty.gov/dpsm click on Selling To Us.
- 1.4 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 1.5 The following documents, which are included in this Solicitation, shall be incorporated by reference in the resulting contract and become a part of said contract:
- County of Fairfax Cover Sheet (DPSM30)
 - Special Provisions & Specifications
 - Appendix A (General Conditions)
 - Appendix B (Pricing Schedule, COG Rider, SBE Schedule and Subcontractors Notification Form)
 - W9 Form and Instructions
 - Listing of Potential Subcontractors (available on website: www.fairfaxcounty.gov/dpsm)

2 BID SECURITY:

- 2.1 Bid security in the amount of two and one-half percent (2.5%) of the bid price will be required with each bid in the form of a certified check or bid bond made payable to County of Fairfax, Virginia. Checks will be returned to all bidders within 30 days after contract award. The bid security must clearly make reference to this solicitation number and title. Bid bonds shall be issued by a surety company licensed and authorized to conduct business in the State of Virginia.

SPECIAL PROVISIONS, continued**3. PERIOD OF CONTRACT:**

- 3.1 The period of this contract shall be from the date of the award through September 30, 2005. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The County reserves the right to renew the contract for three additional years, one year at a time. This contract may be renewed at the expiration of its term by agreement of both parties.
- 3.2 Notice of intent to renew will be given to the Contractor in writing by the County Purchasing Agent, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 3.3 It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Fairfax County Board of Supervisors. In the event that the Fairfax County Board of Supervisors does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

4. PRICES AND PRICE ADJUSTMENT:

- 4.1 Prices submitted shall include all charges that may be imposed in fulfilling the terms of this contract. **Bid prices are to include all equipment, material and on-site labor to mobilize, complete a robotic repair, and the video taping in accordance with the specifications. Flow by-passing, grouting, and any other operation related to the specific repair is to be included in the bid price for each repair.** Bidders **MUST** submit pricing for all line items to be considered for award of contract.
- 4.2 Contractor(s) agrees that for unit price contracts, prices shall remain firm for 365 days from the first day of the contract period. If the Contractor's prices increase after 365 days, the contract unit prices may be increased only upon approval of a written request to the Purchasing Agent.
 - A. The request must be received in writing at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent.
 - B. The request for a change of the unit price, shall include documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U Table 3) change in manufacturer's price, etc.), and state as a minimum:
 - 1. the cause for the adjustment;
 - 2. the proposed effective date; and
 - 3. the amount of the change requested
 - C. The price adjustment shall be by the same percentage as documented, and the contract shall be modified accordingly provided THAT the total of the increase in a contract unit price made after each consecutive 365 days shall NOT exceed a total of five percent (5 %) of the current contract unit price.
 - D. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed, via County Purchase Order, shall be considered to have been received by the Contractor(s) after the fifth (5th) calendar day following the date issuance.
- 4.3 The County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 4.4 Price decreases shall be made in accordance with paragraph 43 of the General Conditions and Instructions to Bidders.

SPECIAL PROVISIONS, continued**5. QUOTATION LIMITATION:**

5.1 Bidders shall offer only ONE PRICE for each line item bid.

6. TIME OF PERFORMANCE:

6.1 Fairfax County requires that all work, when requested, be scheduled and started no later than thirty (30) calendar days from date of notification by County personnel. Bidder will indicate Response Time on the Pricing Schedule IF different than 30 days. Indefinite terms such as "promptly," "stock," "without delay," etc., may not be given consideration. Where no response time is entered, it is understood that routine work will be scheduled and started within 30 days of notification.

6.2 The time necessary to perform each work project ordered will be mutually agreed upon after carefully reviewing the work location, amount of work involved, etc. Each work assignment must be started within the terms specified in paragraph 6.1 above.

6.3 The Contractor shall advise the Owner's representative a minimum of three (3) working days in advance of the date work is to commence. Any work scheduled for weekends will be arranged 48 hours in advance.

6.4 Bidders shall indicate, on the Pricing Schedule, a contact person's name and telephone number for normal County working hours, 7:30 a.m. – 4:00 p.m., Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal County working hours, nights and weekends, the bidder shall list on the Pricing Schedule a contact person and telephone number or have a voice mail paging system or answering service. Bidder using a voice mail system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.

7. EXTENSION OF TIME: NO WAIVER:

7.1 If the Contractor shall be delayed in the completion of their work by reason of unforeseeable causes beyond their control and without their fault of negligence, including but not restricted to acts of God or the public enemy; acts of neglect to the Owner, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion's, or freight embargoes, the period herein above specified for the completion of their work shall be extended by such time as shall be fixed by the Owner.

7.2 No such extension of time shall be deemed a waiver by the Owner or his right to terminate the contract for abandonment or delay by the Contractor as herein provided to relieve the Contractor from full responsibility for performance of their obligations hereunder.

7.3 Paragraph 49 of the General Conditions is amended to read, "DELAY - Should the contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. Claims for damages or extra compensation shall be limited to direct costs attributed to the delay."

7.4 A Contractor making a claim against the County for costs or damages due to the alleged delaying of the Contractor in the performance of its work under any County Construction contract shall be liable to the County and shall pay it for a percentage of all costs incurred by the County in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the Contractor's total delay claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact.

8. FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:

The Contractor shall comply with the resolution adopted by the Fairfax County Board of Supervisors on

SPECIAL PROVISIONS, continued

January 28, 1980, and modified on February 24, 1992, and March 13, 1995, as follows:

- 8.1 It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating, of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following safety violations which have become final in the three years prior to the bid submission:
- A. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the Occupational Safety and Health Plan of any other state; or
 - B. Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the Occupational Safety and Health Plan from any other state.
 - C. Termination of a contract between the contractor and the County by the Purchasing Agent or his designee for safety violations.
- If the bidder has not received or been the subject of any such violations in the three years prior to the bid submission, then the bidder shall so indicate by certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to bid submission.
- 8.2 No County construction contract, as discussed above, may be bid on by any bidder or contractor who has been the subject of any citations for the type and number of violations listed in paragraph 8.1, above, which have become final within three years prior to bid submission.
- A. Notwithstanding the language of paragraph 8.2, above, any bidder or contractor who has been the subject of a violation, as described in paragraph 8.1A, which has become final within three (3) years prior to bid submission, may bid, after a mandatory waiting period of twelve (12) months from the date the violation became final, if the bidder or contractor meets the eligibility criteria set forth in paragraph 8.4, below.
 - B. Notwithstanding the language of paragraph 8.2, above, any bidder or contractor who has been the subject of three (3) or more serious violations, as described in paragraph 8.1B, for a period of three (3) years following the date that last violation became final, may not bid unless after a twelve (12) month period, it demonstrates to the satisfaction of the County that it has taken all reasonable and appropriate steps to prevent a recurrence of such a violation.
 - C. Any bidder or contractor who has previously been terminated from a County contract as described in paragraph 8.1C for a period of three (3) years following termination, unless after a twelve (12) month period, the bidder or contractor demonstrates to the satisfaction of the County that it has taken all reasonable and appropriate steps to prevent a recurrence of such a violation.
- 8.3 Prior to bidding on a project under the provisions of paragraph 8.2, above, a contractor may request that a determination be made by the County's Purchasing Agent or designee, regarding its eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received no later than twenty-one (21) days before bids are due unless otherwise stated in the Advertisement for Bid.
- 8.4 At the request of the Purchasing Agent or designee, the County Risk Manager shall evaluate a contractor's eligibility. The criteria used by the Risk Manager in reviewing the corrective action taken by a bidder or contractor to prevent the recurrence of safety violations shall include but not be limited to the following:

SPECIAL PROVISIONS, continued

- Does the firm have an established safety program? If so, how long has it been in existence?
- Does the firm incorporate safety and health related issues into their new employee orientation programs?
- Does the firm include work safety as a part of an employee's performance evaluation?
- To what degree does senior corporate management support safety related matters? Does the firm have a safety policy statement signed by a member of senior corporate management?
- Does the firm have a full time Safety Manager? Does this person report to a high level, authoritative position within the Company?
- Are safety inspections conducted at work sites? If so, how often and by whom?
- Are safety training programs conducted for employees? If so, how often and by whom?
- Are safety "tailgate meetings" conducted by the firm? If so, how frequently?
- Does the firm have a visibly active safety committee? If so, how often does it meet? Who serves on the committee?
- Is the firm an active member of a recognized construction safety organization in the Washington Metropolitan Area, or in the state of contractor's domicile?
- What is the firm's Workers' Compensation Experience Modification Factor? Are there any evident trends?

The determination rendered by the Purchasing Agent or his designee shall be final unless it is appealed in accordance with the provisions of the solicitation or the Fairfax County Purchasing Resolution.

- 8.5 It shall be a condition of each County construction contract, as discussed above, that no Contractor or Subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
- 8.6 No contractor awarded a County construction contract shall knowingly employ or contract with any person, company, or corporation for services pursuant to that contract if such person, company, or corporation could not have been awarded such contract due to the restrictions in paragraph 8.2, above

9. **STATE REGISTRATION OF CONTRACTOR:**

- 9.1 If a contract is for \$70,000 or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is \$500,000 or more, the bidder is required under Title 54, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor". (Non Virginia licenses are not acceptable.) If a contract is \$7,500 or more but less than \$70,000, the bidder is required to show evidence of being licensed as a "Class B Contractor". If a contract is \$1,000 or more but less than \$7,500, the bidder is required to show evidence of being licensed as a "Class C Contractor" ***The Code of Virginia does not allow an unlicensed contractor to submit a bid where the resultant contract will require a license. The bidder shall provide a copy of the license***
- 9.2 Bidders shall enter the license number on the Bid Cover Sheet (DPSM 30).

SPECIAL PROVISIONS, continued**10. CONTACT FOR ADMINISTRATION:**

- 10.1 In the event a contract is executed with your firm as a result of this solicitation, in the space provided on the Pricing Schedule please indicate the person(s) we may contact for prompt contract administration.

11. INTERPRETATION OF BID:

- 11.1 Prior to award, please direct all questions pertaining to this solicitation to:

Loretta Robertson Saxe, CPPB, Contract Administrator
 Department of Purchasing & Supply Management
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0014
 Telephone Number: (703) 324-3269
 Email: Loretta.Saxe@fairfaxcounty.gov

- 11.2 After award any technical questions pertaining to this solicitation shall be directed to:

Thomas Russell, Chief, Gravity Sewers Branch
 Wastewater Collection Division
 6000 Freds Oak Road
 Burke, Virginia 22015
 Telephone Number: (703) 239-8450
 Email: Thomas.Russell@fairfaxcounty.gov

12. SUBMISSION OF BIDS:

- 12.1 Each bidder must use the attached Pricing Schedule (Appendix B) for submitting their bid. Bidder must show, as applicable, the manufacturer, style/stock number, delivery time, unit price and total price for each item for which a bid is submitted.
- 12.2 **All bidders must return two copies of the Cover Sheet (DPSM30), duly signed, and two copies of the Pricing Schedule (Appendix B) keeping all remaining pages for your files.** By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understands it, and agrees to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person. All bids must be received by the receptionist at the following location prior to the date and time specified: Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia, 2035-0014.
- 12.3 Due to enhanced security at the Government Center, all packages must be inspected prior to delivery. All IFB responses, personally delivered by the Bidder, may be subject to inspection at the front entrance upon entering the Government Center. In addition, IFB responses submitted in a box, regardless of size, must be presented for inspection to the loading dock at the Government Center prior to delivery to a County office. Therefore, Bidders are cautioned to plan ahead and arrive at the Government Center at least one (1) hour prior to the bid opening time. The County will not accept as an excuse, for a late bid, that the Bidder was delayed because of package inspection.

BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.

13. WITHDRAWAL OF BIDS BY A BIDDER:

- 13.1 A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw their bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission

SPECIAL PROVISIONS, continued

can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of their claim of right to withdraw their bid within two (2) business days after the conclusion of the bid opening procedure.

14. **ORDER OF PRECEDENCE:**

- 14.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A) included herein or any other Contractor document.

15. **BID EVALUATION/CONTRACT AWARD:**

- 15.1 Bids will be evaluated and award shall be made to the responsive, responsible Bidder offering the lowest total firm fixed price for Line Items 1 –8, only. Bidders **MUST** submit pricing for **ALL** line items to be considered for award of contract.
- 15.2 This contract shall be awarded in the aggregate. The County reserves the right to award the contract in the aggregate, and to make Primary and Secondary awards, if deemed necessary to fulfill the anticipated requirements of Fairfax County. Ref: Paragraph 24, General Conditions and Instructions to Bidders. In the event the County makes a Primary and Secondary award, the Secondary source shall only be used for urgent requests where the Primary source cannot meet the response time requirements.
- 15.3 Bidders are required to provide a copy of a completed W9– Request for Taxpayer Identification Number and Certification. **Bidders not previously awarded a contract with the County of Fairfax, must provide a copy of their W9 with their bid.** The County uses the bidder's taxpayer identification number as the vendor number in our automated procurement and financial systems. The information provided on the W9, for Bidders who have previously been awarded a contract with Fairfax County, will be verified against the information currently in our system.

16. **BONDS:**

- 16.1 The successful bidder shall furnish, within twenty (20) calendar days after execution of the contract, the following bonds payable to the County of Fairfax:
- A. Performance Bond in the amount of one million dollars (\$1,000,000) on AIA Document A311, February 1970 Edition, or equivalent.
 - B. Labor and Materials Payment Bond in an amount of one million dollars (\$1,000,000) on AIA Document A311, February 1970 Edition, or equivalent.
 - C. Bonds shall be issued by a surety company licensed and authorized to conduct business in the State of Virginia.
- 16.2 All bonds must clearly make reference to this solicitation number and title.

17. **ADDITIONAL OR SUBSTITUTE BOND:**

- 17.1 If, at any time, the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason, each Bond shall cease to be adequate security to the Owner, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new sureties shall have qualified.

SPECIAL PROVISIONS, continued**18. CONTRACT INSURANCE PROVISIONS**

- 18.1 The Contractor shall not commence work on the site until they have obtained all insurance required under this article nor shall the Contractor allow any Subcontractor to commence work on their Subcontract until all similar insurance required of the Subcontractor has been obtained. The Contractor shall agree to furnish certificates of such coverage if requested by the County Purchasing Agent.
- 18.2 The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- 18.3 The Contractor shall, during the continuance of all work under the Contract provide the following:
- A. Maintain statutory Worker's Compensation and Employers' Liability insurance in limits of not less than \$1,000,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - B. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, and an aggregated limitation of \$3,000,000 for any number of claims arising from any one incident, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees, and the United States, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.
 - C. The Contractor agrees to maintain, owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor, in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
 - D. The Contractor agrees to maintain Contractor's Liability Insurance in the amount of \$1,000,000 per occurrence to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.
 - E. Contractor agrees to maintain Environmental Impairment Liability including sudden and accidental pollution and in-transit coverage as well as coverage for storage at site.
 - F. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:

 - 1. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or subcontractor's work under this contract, or a copy of the endorsement itself.

SPECIAL PROVISIONS, continued

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- G. Liability insurance may be arranged by General Liability and Automobile liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- H. Rating Requirements:
 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market's policy holder surpluses are equal to or exceed the surpluses that correspond to Best's A:VI Rating or better.
- I. Hold-harmless and Indemnification:
Article 63 (Page 7) of the General Conditions and Instructions to Bidders shall apply.
- J. The Contractor will provide an original, signed Certificate of Insurance, and such endorsements as prescribed herein.
- K. The Contractor will secure and maintain all insurance certificates of its subcontractors which shall be made available to the County on demand.
- L. The Contractor will provide on demand certified copies of all insurance coverages related to the Contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 18.4 ***No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.***
- 18.5 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the Contract.
- 18.6 Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 18.7 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 18.8 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 18.9 Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- 18.10 Any loss, insured under subparagraph "18.3-D", is to be adjusted with the County and made payable to

SPECIAL PROVISIONS, continued

the County as trustee for the requirements of any applicable mortgagee clause. The contractor shall pay each subcontractor a just share of any insurance monies received by the contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to their sub-subcontractors in similar manner.

- 18.11 When the County finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall commence with a mutual agreement between the County and contractor. The insurance company or companies providing the property insurance recognize this contingency and shall provide evidence of such endorsement prior to commencement of work. This insurance shall not be canceled or lapsed for the unoccupied part of the building on account of such partial occupancy. Consent of the contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- 18.12 ***The County, its officers and employees shall be named as an "additional insured" and "loss payee" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."***
- 18.13 ***The United States shall also be named as an "additional insured". The policies shall specify that the insured shall have no right of subrogation against the United States for payment of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by be for the account of, and be at the insured's sole risk.***
- 18.14 ***If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.***
- 18.15 ***The Fairfax County contract number shall be noted on the Insurance Certificate.***

19. **METHOD OF ORDERING:**

- 19.1 The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.
- 19.2 A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 19.3 Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 19.4 A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become a part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia.
- 19.5 Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with Bank-One/Master Card. Contractors are encouraged to accept this method of receiving orders. Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.

SPECIAL PROVISIONS, continued

- 19.6 Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates thereto.
- 19.7 Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

20. **ADDITIONS/DELETIONS:**

- 20.1 The County reserves the right to add similar items or delete items specified in the subsequent contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items to be added to the contract. Contract amendments will be issued for all additions or deletions.

21. **CHANGES AND ALTERATIONS:**

- 21.1 The Owner reserves the right through its Project Manager to make such alterations in the installation of items of work, as may be necessitated by conditions found during construction that in the judgment of the Project Manager appear advisable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Project Manager. If such changes increase the amount of the work or materials, the Contractor will be paid according to the quantity of work actually done at the prices established for such work under the contract. If such alterations or changes diminish the quantity of work to be done, they shall not constitute a claim for damages or for loss of anticipated profits in the work which may be dispensed with, and the work as constructed shall be paid for in accordance with the contract.

22. **CANCELLATION OF ORDERS:**

- 22.1 Purchases made under this contract are for services herein. Time is of the essence in providing the services ordered. The County reserves the right to cancel the order and/or to refuse service if the services provided are not furnished within the period of time specified in this contract.

23. **EMERGENCY PURCHASES:**

- 23.1 Should the Contractor be unable to furnish the required services within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

24. **CORRESPONDENCE:**

- 24.1 All communications between the parties hereto relating to details, progress and coordination of the work shall be through the Project Manager and shall be deemed binding only when in writing.

25. **PRECONSTRUCTION MEETING:**

- 25.1 A pre-construction meeting between the Owner and Contractor will be held prior to the Notice to Proceed date. The purpose and intent of this meeting is to establish work schedules, property owner notification procedures, traffic and safety control procedures, as appropriate, and Owner inspection during and upon completion of the work. Job site access and other Owner support requirements will also be determined at this meeting.

26. **REPRESENTATIONS OF CONTRACTOR:**

- 26.1 The Contractor represents and warrants:

A. They are financially solvent and experienced in and competent to perform the type of work.

SPECIAL PROVISIONS, continued

- B. They are familiar with all Federal, State, municipal and department laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part.
- C. That such temporary and permanent work required by them can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property.

27. SUPERINTENDENCE BY CONTRACTOR:

- 27.1 It shall be the Contractor's responsibility to completely supervise and direct the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the General Contractor.

28. PERMITS AND LICENSES:

- 28.1 When County work permits are necessary, the Contractor shall be reimbursed for only the County's permit charge. The Contractor must include the permit charge on the monthly invoice. The Contractor shall, without additional expense to the County, be responsible for obtaining other necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulation, in connection with the prosecution of the work.
- 28.2 The Contractor shall be similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

29. RECORD OF SERVICE:

- 29.1 A log will be maintained of all services performed. The log will be available for the Owner's review and will become the property of the Owner at the end of the contract period.

30. TELEPHONE SERVICES:

- 30.1 The Contractor is required to have a pager and/or portable telephone on site at all times.

31. IDENTIFICATION:

- 31.1 Contractor employees/representatives are required to have photo identification and be able to present it upon request. Contractor employees/representatives shall report to the appropriate administrative office each time a County or school site is visited. ***All contractors working in the Government Center or Public Safety Center complex, will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist***

32. USE OF PREMISES:

- 32.1 On or about the premises and adjacent areas, the Contractor shall cause all apparatus, storage of materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and the directions of the Project Manager, and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor.
- 32.2 It will be the responsibility of the Contractor to report, in writing, to the Project Manager any damages found prior to any work at the site. The Contractor shall be responsible for repairing or replacing any

SPECIAL PROVISIONS, continued

work damaged by their operations within ten (10) days after notification by the Project Manager that damage has occurred.

33. SAFETY AND HEALTH REGULATIONS:

- 33.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. This requirement applies continuously throughout the contract performance, until final payment is made, and is not limited to regular working hours.
- 33.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, permits, resolutions and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

34. MAINTENANCE OF TRAFFIC:

- 34.1 Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow in the work areas.
- 34.2 Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.
- 34.3 Traffic regulation shall be performed in accordance with the Virginia Department of Transportation (VDOT) "Virginia Work Area Protection Manual" and all other applicable County, State, or Federal regulations.
- 34.4 The contractor shall carry on the work in a manner, which will cause the least interruption to traffic. Traffic shall not be blocked or re-routed without permission of the Owner and VDOT.

35. POWER AND WATER SUPPLY:

- 35.1 Contractor shall pay for water obtained from the mains in the vicinity of the work. The Contractor shall make all necessary arrangements at his own expense to obtain water and power. No separate payment other than that included in the contract unit prices will be allowed for water used by the Contractor. The Contractor shall pay for all power and water costs until the Owner has accepted the work.

36. PROTECTION OF WORK AND PROPERTY:

- 36.1 The Contractor shall at all times safely guard the Owner's property from injury or losses in connection with this Contract. The Contractor shall at all times safely guard and protect their own work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents or by the Owner or by the Owner's duly authorized representatives. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.

37. POWER OF CONTRACTOR TO ACT IN EMERGENCY:

- 37.1 In case of an emergency which threatens loss or injury of property and/ or safety of life, the Contractor will be allowed to act without previous instructions from the Project Manager as the Contractor sees fit. The Contractor shall notify the Project Manager thereof immediately thereafter.
- 37.2 Any compensation claimed by the Contractor due to such extra work shall be submitted to the Project Manager for approval.

38. ALL WORK SUBJECT TO CONTROL OF PROJECT MANAGER:

- 38.1 In the performance of the work, the Contractor shall abide by all orders, directions and requirements of

SPECIAL PROVISIONS, continued

the Project Manager and shall perform all work to the satisfaction of the Project Manager and at such times and places, by such methods and in such manner and sequence as he may require. The Project Manager shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents, and any extra work orders and shall decide all other questions in connection with the work.

- 38.2 The Contractor shall employ no plans, equipment, materials, methods or persons to which the Project Manager objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Project Manager's permission. The Project Manager shall confirm in writing, any oral order, direction, requirement or determination.

39. **PROJECT MANAGER'S CONTROL NOT LIMITED:**

- 39.1 The County's Project Manager will control the work under the contract. The successful bidder must perform all the work to the complete satisfaction of the Project Manager. Examples given or statements made in the Special Provisions and the Contract Documents pertaining to the method of work performance are examples, only. Bidders should not assume that the Project Manager's direction is limited to those items only, but applies to all work performed under the contract

40. **INCOMPETENT OR DISORDERLY EMPLOYEES:**

- 40.1 If any person employed on the work by the Contractor shall appear to the Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the requisition of the Project Manager, and shall not again be re-employed (on subject project) except on written consent of the Project Manager.
- 40.2 Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of alcoholic beverages or illegal drugs, on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any County or School job site without the written consent of the Project Manager
- 40.3 The use of tobacco products, of any kind, is not permitted on School Board property.

41. **WORKMANSHIP:**

- 41.1 Only first-class work shall be performed and all materials furnished in carrying out this contract shall be of character and quality required by the specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager.
- 41.2 If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above mentioned notice, or if they shall not make satisfactory progress in doing so, the Project Manager may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Owner perfect and complete in satisfactory working condition.

42. **STANDARD PRODUCTS:**

- 42.1 All materials, supplies, and articles furnished shall, wherever it is specified, and otherwise practicable, be the standard products of recognized, reputable manufacturers. The standard products of manufacturers other than those specified, will be accepted when it is proved to be the satisfaction of the Engineer, that they are equal in strength, durability, usefulness and convenience for the purpose intended. Any changes required in the detail and dimensions indicated on the drawings, for the substitution of standard products other than those provided for, shall be properly made as approved by the Engineer and at the expense of the Contractor.

SPECIAL PROVISIONS, continued**43. STORAGE OF MATERIALS:**

- 43.1 Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be placed under cover when directed. Stored materials shall be located so as to facilitate proper inspection. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the Owner or lessee.

44. CLEANING UP:

- 44.1 The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. At the completion of the work, the Contractor shall cause to be removed from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials and shall have the area "Broom Clean" and ready for use.
- 44.2 In case of a dispute Fairfax County may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Project Manager shall determine to be fair and equitable.

45. WEATHER CONDITIONS:

- 45.1 In the event of temporary suspension of work or during inclement weather, or whenever the Project Manager shall direct, the Contractor will cause their subcontractors to protect carefully their materials and work against damage or injury from the weather. If, in the opinion of the Project Manager, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of their subcontractors to protect said work or materials, the damaged work or materials shall be removed and replaced at the expense of the Contractor.

46. ACCESS TO AND INSPECTION OF WORK:

- 46.1 The Fairfax County Purchasing Agent and using agency shall, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

47. EXAMINATION OF DEFECTIVE WORK:

- 47.1 If the Project Manager shall so require, the Contractor shall, at any time during the continuance of this contract, pull down or undo any part of the work and make such openings therein as may be required and enable the Project Manager to make proper inspection and the Contractor shall make good again the work so pulled down, undone or opened to the said Project Manager's satisfaction. If the work is found to be faulty, in any respect, the whole of the expenses incurred shall be defrayed by the Contractor, but if the work is found not to be faulty by the Project Manager, the expenses thereby incurred shall be defrayed by the Owner.
- 47.2 The Owner has the right to make inspections as deemed advisable, to ensure the requirements of these specifications are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the Owner may demand the Contractor take the steps necessary to meet those requirements. If the Contractor fails to respond to such demands, the County may terminate the contract for cause, in accordance with paragraph 33 of the General Terms and Conditions. In this event, the County may enter into an agreement with others and the Contractor will be liable to the County for costs in excess of the original Contract amount.

48. REJECTION OF INFERIOR MATERIAL:

- 48.1 It is definitely understood and agreed that an inspection and approval of the materials by the Engineer shall not in any way subject the Owner to pay for the said materials or any portion thereof, even though incorporated in the work if said materials shall in fact turn out to be undone or unfit to be used in the

SPECIAL PROVISIONS, continued

work nor shall such inspection be considered as any waiver of objection to the work on account of the of the unsoundness of the material used.

49. INSPECTION:

- 49.1 All work and materials shall be subject to a final inspection by an authorized representative of Fairfax County. Any omission or failure on the part of the Fairfax County Representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.
- 49.2 If the contract documents, the Owner's or his agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the Owner or his agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his agent or other proper authorities, be uncovered for examination at Contractor's expense.

50. WARRANTY:

- 50.1 All work and parts provided under this contract shall have, as a minimum, a five year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud.
- 50.2 When defective work and/or materials are found during the warranty period, the Project Manager shall notify the Contractor, in writing, and the Contractor shall respond within seven (7) days of the notification. Upon receipt of notice from the Owner, of failure of any item or appurtenance thereto or signs of deterioration during the warranty period, the Contractor shall, at his own expense, promptly adjust or repair or furnish and install necessary replacement parts of design, workmanship, materials approved by the Owner or replace the complete item.

51. OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:**51.1 If:**

- A. the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- B. a receiver or liquidator shall be appointed for the Contractor or for any of their property and shall not be dismissed within 20 days, or after such an appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- C. the Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials; or
- D. the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- E. the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or
- F. the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of this contract, then and in any such event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor, terminate the employment of the Contractor and their right to proceed either as to the entire work or (at the option of the Owner) to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by

SPECIAL PROVISIONS, continued

contract or otherwise as the Owner may deem expedient.

- G. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor and their sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and use such materials, appliances, supplies, plans and equipment as may be on the site of the work, and necessary therefore, for completing the work. If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.

52. **INVOICING PROCEDURE:**

- 52.1 The Contractor shall submit invoices, completed logs, and CCTV videotapes for review by the Owner.
- 52.2 The invoice shall contain the applicable Purchase Order number, BP number, or SO number, and the name of the Agency receiving the service. Payment will be made within 30 days of approval of final invoice, unless early payment discounts are applicable.

53. **OWNER'S RIGHT TO WITHHOLD PAYMENTS:**

- 53.1 The Owner may withhold from the Contractor so much of any approved payments due him as may in the judgment of the Owner be necessary:
- A. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
 - B. to protect the Owner from loss due to defective work not remedied or;
 - C. to protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or of any of their subcontractors. The Owner shall have the right as Agent for the Contractor, to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

54. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:**

- 54.1 The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payment if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance Bond.

55. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

- 55.1 Extension of Contract: Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia, Metropolitan Washington Council of Governments jurisdictions and other Jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivisions concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on

SPECIAL PROVISIONS, continued

consideration of your bid.

- 55.2 It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract(s).
- 55.3 Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 55.4 Fairfax County shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

56. **SUBCONTRACTING:**

- 56.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. A listing of registered firms by relevant trades or specialties can be obtained at www.fairfaxcounty.gov/dpsm/solic.htm. In addition, a listing of local, state and federal sites as well as proprietary business data providers may be obtained from the Fairfax County Economic Development Authority website, under the Business Database Resources link: <http://www.fairfaxcountyeda.org/>
- 56.2 As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided.

57. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 57.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.
- 57.2 Your acceptance of this contract acknowledges your commitment and compliance with ADA.

58. **NEWS RELEASES BY VENDORS:**

- 58.1 As a matter of policy, the County does not endorse the products or services of a contractor. A contractor without the prior written approval of the County will not make news releases concerning any resultant contract from this solicitation. All proposed news releases will be routed to the Purchasing Agent for review and approval.

SPECIFICATIONS

1. **GENERAL:**

1.1 Intent:

- A. It is the intent of these specifications to provide a means for repairing defects in sanitary sewer pipes using a two-part epoxy resin to form a structural repair from inside the pipe. The awarded contractor shall be responsible for providing all labor, materials, equipment, tools, transportation, and supplies required to perform various types of point repairs with remotely controlled robots.

1.2 Scope of Work:

- A. The work includes, but is not limited to, the following:
 - a. Repair leaking, separated and/or displaced joints with root intrusion.
 - b. Repair recessed and protruding lateral connections to provide a smooth leak free transition to the main pipe.
 - c. Repair axial and radial cracks and small holes in the pipe with a permanent structural repair.
 - d. Perform active leak sealing operations, as required.
 - e. Sewage bypassing and maintenance of flow, as needed.
 - f. Provision of a five-year warranty.
 - g. Maintenance of traffic in accordance with local, state, and federal requirements.
 - h. Maintaining safety requirements in accordance with local, state, and federal regulations.
 - i. Obtaining all necessary permits.

1.3 Information to be Provided by the Owner:

- A. The Owner will provide the Contractor:
 - a. A recent written report summarizing CCTV inspection results and identifying sewer defects.
 - b. A grid book of the County, indicating the County sewer lines.

1.4 Reference Specifications:

- A. Where reference is made to one of the standards listed below, the revision in effect at the time of the bid opening shall apply.
- B. NASSCO's Specification Guidelines (for) Wastewater Collection Systems Maintenance & Rehabilitation
- C. Fairfax County Public Facilities Manual.

1.5 Submittals:

- A. Submit to the Owner a copy of the weekly work schedule by Thursday of the prior week.
- B. Submit the manufacturer's storage and handling instructions for the materials.

SPECIFICATIONS, continued

- C. Information on grouts. Reference: Technical Specifications paragraph 2.3
 - D. Notification letter for residents, for approval by the Owner. Reference: Technical Specifications paragraph 3.1 G.
 - E. Notification of any property damage. Reference: Technical Specifications paragraph 3. 8.
- 1.6 Quality Assurance:
- A. All repair materials shall be from a single manufacturer. In addition, all repair materials to be installed under this contract may be inspected at the plant for compliance with these specifications. The Contractor shall require the manufacturer's cooperation in these inspections.
 - B. The Owner may also make inspections for the repair materials after delivery. Repair materials rejected after delivery shall be marked for identification and shall be removed from the job at once.
- 1.7 Delivery, Storage and Handling:
- A. Care shall be taken in shipping and handling to avoid damaging the repair materials. Extra care will be necessary during cold weather construction. Any repair materials damaged in shipment or during storage shall be replaced as directed by the Owner.
 - B. While stored, repair materials shall be adequately supported and protected. Repair materials shall be stored in a manner as recommended by the manufacturer.
- 1.8 Qualifications:
- A. The contractor must have a minimum of three (3) years experience performing Robotic Repair in North America and shall have robotically repaired a minimum of 200 sanitary sewer defects in North America within the past two-year period. Bidders must submit documentation supporting qualifications with the bid submittal. Failure to provide a record of qualifications may be cause for rejection of the bid.
 - B. The proposed Superintendent-In-Charge of the installation shall have a minimum of one year experience, prior to the bid submittal date, supervising the robotic repair process for sanitary sewer pipes in North America. The proposed Superintendent-In-Charge shall have successfully performed a minimum of 75 robotic repairs for sanitary sewers in North America prior to the bid submittal date.
- 1.9 Warranty:
- A. All repairs shall be guaranteed by the Contractor and manufacturer for a period of five (5) years from the date of acceptance (defined as final payment). During this period, all defects discovered in the repair material, as determined by the Owner, shall be repaired in a satisfactory manner at no cost to the Owner.

2. PRODUCTS:

2.1 Material

- A. The two part-part epoxy resin shall retain the same bond strength on wet or dry surfaces. The material shall be able to cure under water and reach its initial curing strength in eight hours and final strength in seven days. The resin shall adhere to concrete, vitrified clay,

SPECIFICATIONS, continued

asbestos cement, cast iron, polyvinyl chloride (PVC) pipes, Cured in Place (CIPP) and PVC liners.

2.2 Chemical Resistance:

- A. The repair material shall be from materials which, when cured, will be chemically resistant to withstand internal exposure to sewage and sewage gases containing normal levels for domestic sewage of hydrogen sulfide, carbon monoxide, carbon dioxide, methane, traces of mercaptan, and external exposure to soil bacteria.

2.3 Grouts:

- A. The Contractor shall submit the manufacturer's documentation for the grout design mixes and grout testing reports.

2.4 Workmanship:

- A. Any defects which in the opinion of the Owner, will affect the integrity or strength of the repair or the hydraulic characteristics of the sewer system shall be repaired at no cost to the Owner.
- B. The Contractor shall repair any manhole benches and inverts that have been damaged during the repair process at no cost to the owner.

3. EXECUTION:

3.1 General:

- A. The Contractor shall be responsible for cleaning and removing any internal deposits or roots in the immediate area that may interfere with the robotic repair.
- B. The repair work shall be carried out according to the design and operational characteristics of the contractor's robotics system. Generally, the defective area in the pipe such as slipped, offset or cracked pipe joints, axial and radial cracking, protruding and/or recessed laterals shall be ground smooth by using a variety of grinding tools, at a controlled rate to avoid damage to the surrounding pipe segments. The area of the defect shall be rendered free of any condition or substance that may affect the adhesion of the epoxy filling material to the host pipe. The defective area shall be repaired and filled with the specified two-part epoxy filling material and troweled smooth using the appropriate robotic repair equipment.
- C. Where infiltration at the defect is present, the Contractor shall inject a gel grout into the defective area to stop the leakage before beginning the repair work. Following gel grout injection, any drilled holes shall be filled using the specified two-part epoxy filling material.
- D. The finished point repairs shall provide structural bonding using a two-part epoxy filler that will be applied to the interior of the host pipe or injected into a groove type cut to facilitate the repair.
- E. The Contractor shall visit all line segments proposed for repair and notify the Owner in writing of any site conditions, such as access, which would prevent the accomplishment of the work.
- F. The Contractor shall deliver the repair materials to the site, provide all equipment required to install the robot into the conduit, and install the material in accordance with the manufacturer's standard procedures.
- G. A notification letter, provided by the Contractor and approved by the Owner, shall be delivered by the Contractor to each residence affected by the repair process a minimum of 48 hours prior to

SPECIFICATIONS, continued

commencing work. Residents shall be informed when wastewater and/or water service interruption will take place and the approximate duration.

- H. The Contractor, if necessary, will turn off the water service connection servicing each residence prior to the repair process, and turn it on after the sewer service connection is complete.
- I. The Contractor shall be on site with all necessary equipment in good working order no later than 7:30 a.m. Every effort will be made by the Contractor to complete all work by 8:00 p.m. The Contractor will notify each residence not in service by 8:00 p.m. of the estimated time the repair will be completed. No work, unless required by an emergency and authorized by the Owner, will be performed on weekends and holidays.
- J. The Contractor shall adhere to the noise restrictions outlined within the Noise Ordinance of the Code of Fairfax County, and make every effort to reduce noise when working outside normal work hours and using such equipment as electric generators, submersible pumps, etc. In the event of an emergency, an exemption will be given to the Contractor by the Owner. (Ref.: Noise Ordinance Code of the County of Fairfax, Section 108-1 through 108.6-2)
- K. Work performed shall be in accordance with local, state, and federal standards and requirements. Safety and maintenance of traffic are the responsibility of the Contractor.

3.2 Maintenance of Sewage Flows:

- A. Contractor shall be responsible for sewage bypassing around the repair to be made, if necessary. Pump and bypass lines shall be of adequate capacity and size to handle flow without affecting the service connections upstream of the sewer line to be repaired. The Contractor shall be responsible for cleanup, repair, and property damage costs and claims resulting from sewage overflow or backup caused by inadequate pumping or any other reason related to the Contractor's repair work. Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling, and maintaining this equipment during the rehabilitation work.
- B. The Contractor shall take appropriate steps to ensure that all pumps, piping, and hoses that carry raw sewage are protected from vehicular traffic and pedestrian traffic.
- C. In the event, during any form of "Maintenance of Sewage Flows" that raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment, due to the Contractor's work, the Contractor is responsible for any cleanup of solids and disinfecting of the area affected. This work shall be performed at the Contractor's expense with no additional cost to the Owner. The Contractor is also responsible for notifying the Owner and complying with any and all regulatory requirements in regard to the size spill with no additional cost to the Owner. The Contractor shall be charged back for any fines, penalties, or other costs or damages imposed upon the Owner by any agency or private party as a result of a spill or improper discharge by the Contractor.

3.3 Cleaning of Sewer:

- A. Prior to any reconstruction process, it shall be the responsibility of the Contractor to clean debris out of the sewer line in accordance with the "Sewer Line Cleaning" section of the most recent publication of NASSCO's Specification Guidelines (for) Wastewater Collection Systems Maintenance & Rehabilitation. Prior to the rehabilitation, all sand, rocks, gravel, mud, grease, and other debris that could interfere with or otherwise adversely impact the success of the rehabilitation shall be removed.
- B. Solids and debris resulting from the cleaning operation shall be collected and removed from the downstream manhole and disposed of at a site selected by the Contractor and approved by the Owner. Under no circumstance shall sewage or solids be dumped onto the surface, street, or into waterways, ditches, inlets, or storm drains.

SPECIFICATIONS, continued

3.4 Television Inspection:

- A. The repair shall be inspected with a television camera able to provide a total view, up and down and side to side by panning a minimum of 275 degrees and rotating 360 degrees. Lighting for the camera shall be directed, and of sufficient intensity to provide a clear picture of the entire periphery of the existing sewer. The Contractor shall supply the Owner with a clear, viewable, color videotape, before and after the repair process, taped back to back. Videotape format shall be VHS with the capability to switch to DVD, if needed in the future. A copy of all records and tapes shall be submitted to the Owner upon request and shall be submitted to the owner on a weekly basis and prior to request for payment. If both pre- and post- rehabilitation tapes are not presented prior to a payment request for a work order, payment for the work will not be made and the request will be rejected.
- B. The camera shall be panned, tilted, and rotated as is necessary to best view and evaluate all features and points of interest found. A blower shall be used, as needed, to defog the sewer line and promote a clear picture.
- C. The videotape shall include a view of each repair before and after the repair process.
- D. At service connections, the Contractor shall slowly scan the entire edge of the service connection (360 degrees). If the connection cannot be shown in use, a thorough video inspection of the connection will be required before moving on and the videotape shall indicate "resident not available, flush test not possible".
- E. Each line segment will be identified by street name, upstream and downstream manhole numbers, date and grid. Each service connection will be identified by house number and street name. This information shall be indicated on the videotape using audio and/or superimposed text.

3.5 Service Connections:

- A. The repair of active service connections shall be completed without excavation, from the interior of the pipeline. All repairs shall be neat and smooth and free of all burrs, or any restrictions preventing free flow. The Contractor shall be responsible for any and all damages to private properties due to defective work.
- B. The Contractor shall maintain a crew or a plumber capable of responding on short notice (one hour) to such emergencies that may occur as a result of the repair process. The Contractor shall provide a minimum of two 24-hour telephone numbers to be contacted in case of an emergency.
- C. The Contractor will be responsible for all costs incurred due to deficiencies related to the repair procedure. In the event a service connection is not properly repaired, the Contractor shall rectify the defect without cost to the Owner.

3.6 Repairs - Inspection and Testing:

- A. Each repair will be inspected via television inspection. The repair shall conform to the standards of workmanship described in Technical Specifications paragraph 2.8. If any defects or inferior workmanship are found, the Contractor to the satisfaction of the Owner shall correct the defects and inferior workmanship.
- B. The fully cured material will conform to the structural standards recommended by the manufacturer and/or accepted in the industry. Bidders shall submit certified test results validating conformance with such standards and requirements.

SPECIFICATIONS, continued

3.7 Clean-Up:

- A. The Contractor shall keep the work area in a neat and orderly condition by frequent removal of debris. Upon completion of the robotic repair process at each location, all debris and unused material shall be promptly removed from the area. The area will be left in a condition similar to, or better than, before the work was performed.

3.8 Property Damage:

- A. Any damage to the Owner's infrastructure or to private or public property will be immediately repaired or rehabilitated to the Owner's satisfaction at no additional expense to the Owner. The property owner and the Owner (County) will be notified of the problem and the repair.

4. **MEASUREMENT AND PAYMENT:**

4.1 Quantities:

- A. Payment for all work completed under this Contract shall be made in accordance with the provisions of Sections 58 through 60 of the General Conditions and Instructions to Bidders and the Special Provisions on the basis of the specific provisions of this section of the Technical Specifications.
- B. The quantities stated in the Pricing Schedule are approximate only, and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of a project. The amount of work to be done may be more or less than the estimated quantities and may be increased or decreased by the Owner as circumstances may require. The increase or decrease in any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.
- C. Prices bid shall include all work required for completion of the rehabilitation. Work that is required by items, in the Technical Specifications or is required for but is not listed in the Pricing Schedule, will not be measured for payment. These items are considered incidental to the rehabilitation and are to be included in the bid prices.

4.2 Bid Items:

- A. The prices bid per line item shall be full compensation for the work, to include all labor, materials, supplies, and equipment to complete a Robotic Insitu Structural Repair that is ready for operational service. This includes the furnishing and installation of a two-part epoxy to repair defects in the sanitary sewer line. No additional payments will be made for flow bypassing.
- B. Robotic repairs will be measured and paid at the unit price for the defect as listed in the Pricing Schedule.

4.3 Invoices:

- A. The Contractor shall submit CCTV videotapes and logs for review by the Owner. After review and approval the Contractor shall submit a final invoice for payment.

4.4 Punch List Items:

- A. The Contractor shall correct any problems found within 60 days of discovery. If a problem is not corrected within 60 days, the Owner will charge the Contractor a penalty of \$100.00 per day.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL & CONSULTANT SERVICES: Any type of professional service which is either: 1) performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS-**When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS-**All solicitation packages will contain a special mailing envelope which should be used to ensure proper handling of bids submitted. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used and identified with the solicitation number, subject, and date/time of opening/closing.
- 8. COMPLETENESS-**To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-**Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-**Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-**Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-**For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-**Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-**All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>.
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES-**Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS-**In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the County's Procurement Opportunities List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Procurement Opportunities List.
- 17. BIDDER INTERESTED IN MORE THAN ONE BID-**If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
- 18. TAX EXEMPTION-**The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any addenda/amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. OFFICE OF SMALL BUSINESS-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

- c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
- d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.
- e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the storekeeper at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:

- a. Fairfax County Public Schools
Assistant Superintendent - Financial Services
10700 Page Avenue
Fairfax, Virginia 22030
- b. County of Fairfax
Department of Finance
P. O. Box 1327, Drawer A
Fairfax, Virginia 22035
- c. Fairfax County Redevelopment and Housing Authority
Finance Division
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-7444

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

- d. Fairfax County Park Authority
12055 Government Center Parkway
Suite 927
Fairfax, Virginia 22035-1118

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, continued

within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

/S/ David Bobzien
COUNTY ATTORNEY

/S/ Cathy Muse
COUNTY PURCHASING AGENT

PRICING SCHEDULE

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Cover Sheet (DPSM30)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions)
- D. Appendix B (Pricing Schedule, COG Rider, SBE Schedule and Subcontractors Notification Form)
- E. W9 Form and Instructions
- F. Listing of Potential Subcontractors (on website)

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS: (Office)_____

TELEPHONE/FAX: (Office)_____

E-MAIL: _____

PAY TO ADDRESS: (If different from Firm address on Cover Sheet):

PRICING SCHEDULE continued

<p>Form W-9 (Rev. December 1996) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do NOT send to the IRS.</p>	
<p>Please print or type</p>	<p>Name (If a joint account or you changed your name, see Specific Instructions on page 2.)</p>		
	<p>Business name, if different from above. (See Specific Instructions on page 2.)</p>		
	<p>Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶</p>		
	<p>Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>	
	<p>City, state, and ZIP code</p>		
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>		<p>List account number(s) here (optional)</p>	
<p>Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)</p>			
<p>Part III Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. <p>Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)</p>			
<p>Sign Here Signature ▶</p>		<p>Date ▶</p>	
<p>Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> Certify the TIN you are giving is correct (or you are waiting for a number to be issued). Certify you are not subject to backup withholding, or Claim exemption from backup withholding if you are an exempt payee. <p>Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.</p> <p>If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:</p> <ol style="list-style-type: none"> You do not furnish your TIN to the requester, or The IRS tells the requester that you furnished an incorrect TIN, or The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or You do not certify your TIN when required. See the Part III instructions on page 2 for details. <p>Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.</p> <p>Penalties</p> <p>Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.</p> <p>Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.</p> <p>Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.</p> <p>Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.</p>			

PRICING SCHEDULE continued

Form W-9 (Rev. 12-98)

Page **2**

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor.—You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other Entities.—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN **OR** that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



PRICING SCHEDULE, continued

Line Item	Description	Unit	Unit Price
Bidders shall enter the price per [EA]ch individual repair within a line segment. The unit price shall include all costs, including mobilization, overpumping and flagmen to complete the work required to repair the defects.			
Prices shall be based on completing approximately 200 repairs a year, with 95% of those repairs being included under Line Items 1 – 8.			
8 to 10 inch line (<i>in road</i>)			
1.	7304 Line Segment with 1 Repair	EA	\$
2.	7304 Line Segment with 2 Repairs	EA	\$
3.	7304 Line Segment with 3 Repairs	EA	\$
4.	7304 Line Segment with 4 or more Repairs	EA	\$
8 to 10 inch line (<i>in easement</i>)			
5.	7304 Line Segment with 1 Repairs	EA	\$
6.	7304 Line Segment with 2 Repairs	EA	\$
7.	7304 Line Segment with 3 Repairs	EA	\$
8.	7304 Line Segment with 4 or more Repairs	EA	\$
Total Amount Bid for Line Items 1-8:			
12 inch line (<i>in road</i>)			
9.	7304 Line Segment with 1 Repairs	EA	\$
10.	7304 Line Segment with 2 Repairs	EA	\$
11.	7304 Line Segment with 3 Repairs	EA	\$
12.	7304 Line Segment with 4 or more Repairs	EA	\$
12 inch line (<i>in easement</i>)			
13.	7304 Line Segment with 1 Repairs	EA	\$
14.	7304 Line Segment with 2 Repairs	EA	\$
15.	7304 Line Segment with 3 Repairs	EA	\$
16.	7304 Line Segment with 4 or more Repairs	EA	\$
15 inch line (<i>in road</i>)			
17.	7304 Line Segment with 1 Repairs	EA	\$
18.	7304 Line Segment with 2 Repairs	EA	\$
19.	7304 Line Segment with 3 Repairs	EA	\$

PRICING SCHEDULE continued

Line Item	Description	Unit	Unit Price
15 inch line (<i>in road</i>), <i>continued</i>			
20.	7304 Line Segment with 4 or more Repairs	EA	\$
15 inch line (<i>in easement</i>)			
21.	7304 Line Segment with 1 Repairs	EA	\$
22.	7304 Line Segment with 2 Repairs	EA	\$
23.	7304 Line Segment with 3 Repairs	EA	\$
24.	7304 Line Segment with 4 or more Repairs	EA	\$
18 inch line (<i>in road</i>)			
25.	7304 Line Segment with 1 Repairs	EA	\$
26.	7304 Line Segment with 2 Repairs	EA	\$
27.	7304 Line Segment with 3 Repairs	EA	\$
28.	7304 Line Segment with 4 or more Repairs	EA	\$
18 inch line (<i>in easement</i>)			
29.	7304 Line Segment with 1 Repairs	EA	\$
30.	7304 Line Segment with 2 Repairs	EA	\$
31.	7304 Line Segment with 3 Repairs	EA	\$
32.	7304 Line Segment with 4 or more Repairs	EA	\$
Total Amount Bid for Line Items 9-32:			\$

PRICING SCHEDULE continued

Line Item	Description	Unit	Unit Price
<p><u>RESPONSE TIME:</u></p> <p>The County desires that all work, when required, be scheduled and started no later than thirty (30) calendar days from date of notification by County personnel. For emergencies, the County requires response time to be no later than 1 hour. Bidder will indicate in spaces provided below if different than thirty days for routine work and 1 hour for emergencies. (Reference: Special Provisions Paragraph 6).</p> <p>Response: _____ days after notification for Routine Work</p> <p>Response: _____ hours after notification for Emergencies</p>			
<p><u>CONTACT PERSON:</u></p> <p>List a contact person's name and telephone number for normal County working hours, 7:30 a.m. to 4:00 p.m., Monday – Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal County working hours (nights and/or weekends), list a contact person's name and telephone number, or have a voice mail paging system or answering service. Bidders using a voice mail paging system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes. (Reference Special Provisions paragraph 6.4)</p> <p>Type of answering system used by your firm: _____ Voice Mail Paging, _____ Answering Service</p> <p><u>Normal Working Hours</u></p> <p>Name(s): _____</p> <p>Telephone: _____</p> <p><u>Emergency Calls: outside normal County working hours, nights and/or weekends</u></p> <p>Name(s): _____</p> <p>Telephone: _____</p>			

PRICING SCHEDULE continued

CONTRACTOR'S LICENSE:

Indicate the license number and classification for which your company has been issued a Contractor's License by the Board of Contractors of the State of Virginia as defined in § 54.1-1100 of the Code of Virginia.

License Number: _____ Class: _____

REFERENCES:

List below three references, for whom you have provided similar work. Include the contact person's name, address and telephone number for each of the contracts.

- 1) Client: _____
Address: _____

Contact: _____
Telephone: _____

- 2) Client: _____
Address: _____

Contact: _____
Telephone: _____

- 3) Client: _____
Address: _____

Contact: _____
Telephone: _____

SAFETY VIOLATIONS CERTIFICATE:

List safety violations, Ref: Paragraph 8, Special Provisions.

If there were no safety violations, execute the following certification:

I hereby certify that: _____ has not received any citations
(Name of Bidding Firm)
for safety violations described in Special Provisions paragraph 8, which have become final within three years
prior to bid submission.

Principal

State of: _____

County of: _____

On this _____ day of _____, 20____, after first being duly sworn, appeared before me,
the undersigned Notary Public, and executed the foregoing instrument and acknowledged to me that he executed
the same as and for the act and deed of said firm.

Notary Public

Seal

My commission expires: _____ 20____

COG Rider for Additional Jurisdictions

REFERENCE SPECIAL PROVISIONS PARAGRAPH 55, "BIDDERS AUTHORIZATION TO EXTEND CONTRACTS":

<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas, Virginia
_____	_____	Alexandria Sanitation Authority	_____	_____	Manassas City Public Schools
_____	_____	Alexandria Public Schools	_____	_____	Manassas Park Public Schools
_____	_____	Arlington County, Virginia	_____	_____	Maryland-National Capital Park &
_____	_____	Arlington Public Schools	_____	_____	Planning Commission
_____	_____	Bowie, Maryland	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Charles County, Maryland	_____	_____	Metropolitan Washington Council of
_____	_____	Chevy Chase Village, Maryland	_____	_____	Governments
_____	_____	City of Fairfax, Virginia	_____	_____	Montgomery County, Maryland
_____	_____	Clark County Administrative Services	_____	_____	Montgomery County Public Schools
_____	_____	College Park, Maryland	_____	_____	Montgomery Community College
_____	_____	Culpeper County Public Schools	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	Northern Virginia Planning District
_____	_____	District of Columbia Public Schools	_____	_____	Orange County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince George's County
_____	_____	Falls Church, Virginia	_____	_____	Prince George's County Public Schools
_____	_____	Falls Church City Public Schools	_____	_____	Prince William County
_____	_____	Fauquier County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fauquier County Public Schools	_____	_____	Prince William County Service Authority
_____	_____	Frederick City, Maryland	_____	_____	Rappahannock County Public Schools
_____	_____	Frederick County Maryland	_____	_____	Rockville, Maryland
_____	_____	Frederick County Public Schools	_____	_____	Shenandoah County Public Schools
_____	_____	Gaithersburg, Maryland	_____	_____	Stafford County Public Schools
_____	_____	Greenbelt, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Herndon, Virginia	_____	_____	Town of Vienna, Virginia
_____	_____	Loudoun County, Virginia	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Virginia Railway Express
_____	_____	Madison County Public Schools	_____	_____	Washington Metropolitan Area Transit
					Authority

Vendor Name

YOU ARE REQUESTED TO RETURN THIS FORM WITH YOUR BID PACKAGE.
CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

SBE SCHEDULE

The Fairfax County Board of Supervisors has established the following definitions for small and minority businesses :

Small Business – A Corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross sales.

Minority Business – A business enterprise that is at least **51%** owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; Women (regardless of race or ethnicity); and persons with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

Step 1: Select all categories that apply to your business from this group.

✓	<u>Business Partner Classification Code/Category</u>
—	Disabled Person Owned
— (8)	Public Body/Government Agency
— (9)	Non Profit/Not-for-Profit
— (D)	Sheltered Work Shop (work oriented rehabilitative facility with a controlled work environment and individual goals that utilizes work experience and related services assisting the handicapped person to progress toward normal living and productive vocational status)

Step 2: Select the one category that applies to your business from the table below.

<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
— (B)	— (Y)	Non-Minority
— (C)	— (A)	Women-Owned
— (G)	— (E)	African American Owned
— (H)	— (F)	African American Women-Owned
— (K)	— (I)	Hispanic American Owned
— (L)	— (J)	Hispanic American Women-Owned
— (O)	— (M)	Asian American Owned
— (P)	— (N)	Asian American Women-Owned
— (S)	— (Q)	American Indian Owned
— (T)	— (R)	American Indian Women-Owned
— (W)	— (U)	Eskimo/Aleut Owned
— (X)	— (V)	Eskimo/Aleut Women-Owned

**YOU ARE REQUESTED TO RETURN THIS FORM WITH YOUR BID PACKAGE.
CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.**



**COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013**

Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ **(from SBE Schedule)**

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package. The purpose of determining a subcontractor's small/minority classification, the criteria for both is stated below:

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

**YOU ARE REQUESTED TO RETURN THIS FORM WITH YOUR BID PACKAGE.
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